

2-11-09

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**ATT. HONORABLE JUDGE DRAIN**

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Reference Delphi motion 0544481-16118 14705 **(Comment Only)**

This regards the reconfirmation of the Delphi's authority to terminate employer paid post retirement Health Care and Insurance Benefits for Certain (A) Salaried Employees and (B) Retirees and their surviving spouses. I do not know whom may fall into those categories, nor even those classifications.

Page 3 Para. #1 defines "Medical Benefits", the company also pays for a basic life insurance policy on the former employee (retiree).

Page 4 Para # 1 indicates, Elimination of the programs would result in the savings of more than \$70,000,000. On Page 9, Para. #1 approx. \$200,000,000 in savings would be achieved between April 1, 2009 and December 31, 2011. This is a (33) month period, which would annualize over (12) months at \$72,727,272.72. Page 3, Para #1, also says 15,000 Salaried Retirees participate in the program.

I would assume those figures reflect individuals, married couples, and surviving spouses, it even says (children in some cases).

If you divide \$72,727,272.72 by 15,000, this equals \$4848.48. This Is the company's annual average annual cost. My current contribution to the company's plan is \$ 1,466.28 annually.

Adding that to the company average it totals \$6,314.76.

The company letter indicates we would have to pick up the new annual cost of \$11,393.88.

This is \$5,079 more, than the company, combined total, including with my own contribution that I was paying.

The numbers just seem unrealistic to justify only a transfer cost. The prices are so much higher.

Is there any better pricing I can get? Please ask the question, why such a large variance.

The company leaves me with a shortened lead time to enroll in a new program. Many places offer only short enrollment periods one time per year.

For my situation, even though I retired on August 1, 2005, which is prior to the bankruptcy filing. Would any provisions under section 1114 apply to me. I have had approximately (6) months of joint meetings with Salaried Personal and my boss (Steve Dawe) about performance

issues. My boss and Personal wanted me to retire with no health benefits, or stay for a probationary period. One day Personal came to me and told me I could retire with all benefits. I told him I could leave right away. My boss said I could leave. I left a couple days later. On my last day of work, my bosses un-classified manager, Beverly Gaskin, visited me and asked, why I was leaving??? Is that not that considered an agreed to obligation. It just seems unfair that they do this years later.

Was there ever any consideration given to making a supplement or direct stipend to help defer costs?

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THANK YOU FOR YOUR TIME

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George Kelch

Delphi Retiree

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